

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,)
Plaintiff,)
)
v.) Civil Action No.04-11555-NMG
)
\$7,000 in U.S. Currency, and)
\$8,000 in U.S. Currency,)
Defendants.)
-----)
Chad Miller)
Gary Sanders)
Claimants.)

STIPULATION OF SETTLEMENT

The United States of America, by its attorney Michael J. Sullivan, United States Attorney for the District of Massachusetts, and("the Claimants"), by their undersigned attorney, set forth the following:

WHEREAS, on July 13, 2004, the United States filed a complaint for forfeiture *in rem* ("the complaint") against the above-captioned \$7,000 and \$8,000 in U.S. Currency (collectively, "the Defendant Currency");

WHEREAS, The United States alleged in its complaint that the Defendant Currency was subject to forfeiture to the United States, pursuant to 21 U.S.C. §881(a)(6) in that it represented moneys, negotiable instruments, securities, or other things of value furnished, or intended to be furnished by any person in exchanged for a controlled substance or listed chemical, in violation of the Controlled Substances Act, Title 21 United States Code, Sections

801 et seq., proceeds traceable to such an exchange, and/or moneys, negotiable instruments, and securities used or intended to be used to facilitate any violation of the Controlled Substances Act;

WHEREAS, on July 21, 2004, this Court approved and ordered the issuance of a warrant and monition for the Defendant Currency;

WHEREAS, following service of process, the claimant, Chad Miller, filed an answer and a notice of claim to the \$8,000 in U.S. Currency;

WHEREAS, following service of process, the claimant, Gary Sanders, filed an answer and a notice of claim to the \$7,000 in U.S. Currency;

AND WHEREAS, the United States and the Claimants desire, through this stipulation of settlement, to settle and dispose of the claims and defenses which have been asserted and which could have been asserted in this civil forfeiture action without further litigation and expense;

NOW THEREFORE, in consideration of the foregoing and the mutual undertakings of the parties hereinafter set forth, and for good and valuable consideration, including, but not limited to, the United States' agreement to forebear from seeking the forfeiture of the entire amount of the Defendant Currency, it is hereby stipulated and agreed, by and between the undersigned, as follows:

1. Upon execution by all parties, this stipulation of settlement shall be filed with the United States District Court for

the District of Massachusetts in the above civil forfeiture action.

2. The Claimants consent to the forfeiture to the United States of \$7,500 in U.S. Currency. Specifically, Chad Miller consents to the forfeiture of \$4,000 in U.S. Currency and Gary Sanders consents to the forfeiture of \$3,500 in U.S. Currency. The Claimants further consent and agree, by way of a joint motion to be filed simultaneously with this stipulation of settlement, to the entry of a Final Judgment and Order of Forfeiture, which shall include, in accordance with the provisions of the settlement agreement, the forfeiture of \$7,500 in U.S. Currency, pursuant to 21 U.S.C. §881.

3. The United States and the Claimants agree that the settlement of this matter upon the terms and conditions set forth herein shall be in full, final, and complete satisfaction of any and all civil claims relating to the Claimants that arise out of or relate to the underlying acts and circumstances referenced in the pleadings in this matter.

5. The Claimants unconditionally release, indemnify and hold harmless the United States, its officers, agents, employees and/or representatives, both past and present, including but not limited to, the United States Drug Enforcement Agency, as well as any state, county, or local law enforcement agencies whose personnel were involved in the investigation and/or criminal action and forfeiture action concerning the Claimants, and their officers,

agents, and employees from and against any and all claims, demands, damages, causes of action, or suits, of whatever kind and/or description and wheresoever situated, which might now or ever exist by reason of, or grow out of or affect, directly or indirectly, the investigation and/or forfeiture action involving the Claimants or arising from the provisions of the instant stipulation of settlement.

6. The Claimants agree to, and do hereby, waive any and all statutory or constitutional defenses they may have to this civil forfeiture action and the settlement thereof, including, but not limited to, any claims based on Statute of Limitations, the Fourth Amendment, the Double Jeopardy Clause of the Fifth Amendment, or the Excessive Fines Clause of the Eighth Amendment to the United States Constitution. All rights of appeal with regard to the instant action are hereby waived by the Claimants.

7. The parties shall bear their own fees, costs, and expenses incurred in connection with any of the proceedings pertaining directly or indirectly to this action.

8. The Claimants acknowledge that they are, and have been, represented by competent counsel in connection with the negotiation, preparation and execution of this stipulation of settlement, that the provisions of this stipulation of settlement and the legal effects thereof have been explained to them, and that they are entering into this stipulation of settlement freely and

voluntarily, without coercion, duress, or undue influence.

9. This stipulation of settlement shall constitute the entire agreement between the parties hereto with respect to the settlement of this civil forfeiture action.

10. The parties agree that this stipulation of settlement may be executed by counterpart signature pages and that this stipulation of settlement shall be final and binding only upon signing by both parties hereto.

11. Signatories to this stipulation of settlement on behalf of the Claimants represent that they have the full power and authority to enter into this stipulation of settlement and to perform the obligations set forth herein.

IN WITNESS WHEREOF, the United States of America, by its attorneys, and claimants Chad Miller and Gary Sanders, by their attorney, hereby execute this stipulation of settlement as of the dates hereinafter set forth.

Respectfully submitted,

MICHAEL J. SULLIVAN,
UNITED STATES ATTORNEY

By:

/s/ Jennifer H. Zacks

Jennifer H. Zacks
Assistant US Attorney
John Joseph Moakley Federal
Courthouse
One Courthouse Way
Suite 9200
Boston, MA 02210
617-748-3100

Dated: July 1, 2005

CHAD MILLER

by:

/s/ John J. Bonistalli (jhz)
John J. Bonistalli
Law Offices of John J. Bonistalli
One Financial Center
Boston, MA 02109

617-695-0053

Dated: July 1, 2005

GARY SANDERS

by:

/s/ John J. Bonistalli (jhz)

John J. Bonistalli
Law Offices of John J. Bonistalli
One Financial Center
Boston, MA 02109

617-695-0053

Dated: July 1, 2005